



## **FARMINGTON PUBLIC IMPROVEMENTS EXTENSION AGREEMENT**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as “City” and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as “owner.”

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City’s requirement for installation of the following specific Improvements (the “Improvements”) consisting of \_\_\_\_\_ abutting and/or pertaining to the real property owned by Owner located at \_\_\_\_\_ in Farmington City, Davis County, Utah, and more particularly described as follows:

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner’s agreement herein to install the Improvements in strict accordance with the specifications, rules, and regulations promulgated therefore by City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City.

3. If, for any reason, Owner does not install and complete the Improvements within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to

charge the Owner and/or the above-described property with the cost of said installation and completion. The cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property and shall be promptly paid by the Owner. The city may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-described property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon their heirs, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder.

6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first hereinabove written.

FARMINGTON CITY

OWNER

\_\_\_\_\_  
David M. Connors, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Margy Lomax, City Recorder

## **OWNER ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
   : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me  
\_\_\_\_\_, signer of the foregoing instrument who duly  
acknowledged to me that he/they executed the same.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

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## **CITY ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
   : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me  
DAVID M. CONNORS and MARGY LOMAX, who being by me duly sworn did say that they  
are the Mayor and City Recorder, respectively, of Farmington City Corporation, a municipal  
corporation, and that the foregoing instrument was signed in behalf of said City by authority of  
its City Council.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_